

CONFIDENTIAL DISCLOSURE AGREEMENT

In order to protect certain confidential information, which may be disclosed between them, Dennis Huffine/B.E.S.T. Advisors, and _____ ("Buyer"), agree that:

1. Both parties are Disclosers and Recipients of their respective Confidential Information.
2. The term "Confidential Information" means all Discloser business and technical information, including, without limitation, any and all specifications, drawings, software, current and future business plans, product samples and written, electronic and verbal embodiments and descriptions thereof, as well as Recipient reports or analyses containing same or based thereon. All technical and business information regarded as confidential by the Discloser must be clearly marked "CONFIDENTIAL" or "PROPRIETARY." Confidential Information disclosed verbally or by display and identified at that time as being CONFIDENTIAL or PROPRIETARY shall be described in writing and identified as CONFIDENTIAL or PROPRIETARY by Discloser within thirty (30) days following such disclosure.
3. Each party receiving Confidential Information under this Agreement shall use the Confidential Information exclusively for the purpose evaluating a possible business relation between them. Both parties agree to not disclose or use the other party's Confidential Information in any other way without first obtaining written permission from the Discloser.
4. All tangible documentation and materials provided to either Recipient under this Agreement shall remain the property of Discloser and shall be returned at the conclusion of the evaluation following written request from the Discloser; Recipient shall make no copies of any electronic or tangible documentation or materials provided hereunder, except as necessary to permit proper evaluation, and Recipient shall destroy or return all copies when originals are returned.
5. Each Recipient's duty to protect Confidential Information disclosed under this Agreement shall extend for one (1) year from the date hereof.
6. Each Recipient shall protect the other party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of such Confidential Information as Recipient uses to protect its own Confidential Information of a like nature. Each Recipient shall not disclose the fact that discussions are or have taken place, or disclose Confidential Information to third parties, even in confidence, without first obtaining the written permission of the Discloser.
7. Recipient shall limit access to the Confidential Information provided hereunder to such of their personnel and consultants as may be directly involved in the evaluation effort and to no other personnel, and Recipient shall provide to Discloser upon request, a list of all Recipient personnel/consultants having had access to such Confidential Information.
8. This Agreement imposes no obligation upon Recipient with respect to specific Confidential Information which (a) was in Recipient's possession before receipt from Discloser as evidenced by written records; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully obtained by Recipient from a third party who represents that they are free to pass on such information without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient as evidenced by written records; (f) is disclosed under operation of law; or (g) is disclosed by Recipient with Discloser's prior written approval.
9. Each Discloser warrants that it has the right to make disclosures under this Agreement.
10. Neither party is obligated hereby to disclose any information or enter into any agreement or relationship. Each party agrees to promptly notify the other of any unauthorized release of the other party's Confidential Information. Each party acknowledges the unique nature of the other party's Confidential Information, that money damages may not afford adequate remedy, and that therefore a Discloser may be entitled to equitable relief in addition to other legal remedies for breach hereof. Each party agrees that any litigation hereunder may be brought in the appropriate courts of Douglas County, Nebraska, and each consents to the jurisdiction of such courts. In any dispute hereunder the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs.
11. Under this Agreement, neither party acquires any intellectual property rights except as set out in Paragraph 3 above.
12. This agreement does not create any agency, joint venture or partnership relationship between the parties.
13. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
14. This Agreement is made under and shall be construed according to the laws of Nebraska.

FOR _____
Sign: _____
Title: _____
Date: _____
Phone: _____
Email: _____

FOR BEST Advisors
Sign: *Dennis B. Huffine*
Title: Owner/Managing Director
Date: _____
Phone: 402-350-6494
Email: dennhuff@gmail.com